



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

July 28, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

10 JULY 28, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF LICENSE AGREEMENT WITH OMNIPOINT COMMUNICATIONS, INC.
FOR THE USE OF A PORTION OF THE ALTADENA GOLF COURSE
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

This Board Letter requests the Board of Supervisors to conduct a public hearing and at the close of said hearing approve a License Agreement between the County of Los Angeles and Omnipoint Communications, Inc. to permit Omnipoint Communications Inc. to construct, operate, and maintain telecommunications equipment and a storage structure at the Altadena Golf Course.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed actions exempt from the California Environmental Quality Act for the reasons cited herein.
2. Find that the approval of the License Agreement, pursuant to the requirements of Government Code Section 25526.6, is in the public interest and will not substantially conflict or interfere with the use of the property of the County of Los Angeles.
3. Find that the subject agreement does not affect the operations at the Altadena Golf Course.
4. Approve and instruct the Chair to sign a License Agreement with Omnipoint Communications, Inc. for the use of a 630 square feet portion of the Altadena Golf Course, for the operation of a wireless telecommunications facility, for a ten year term with two additional five year renewal options, effective the first day of the month following approval by the Board of Supervisors.

5. Approve the rent received from Omnipoint Communications, Inc., to be used for the Altadena Golf Course improvements. This complies with the Public Park Preservation Act of 1971, which requires that any rent received shall be used for park improvements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This request will permit Omnipoint Communications Inc., (Omnipoint) to construct, operate, and maintain an automated communications facility for wireless telephone services (Communications Facility) at the Altadena Golf Course to provide improved telecommunications to the area.

The Communications Facility would be located in an area that is currently landscaped in the southeast portion of the parking lot of the Altadena Golf Course, in an unused area. This location is remote and virtually unseen by visitors; however, the 63 feet pole will be camouflaged to minimize any potential visual impact. Construction and operation of the Communications Facility will neither conflict with current and planned activities nor interfere with County of Los Angeles (County) business.

The Communications Facility will consist of an equipment enclosure approximately 630 square feet and a monopole antenna at a maximum height of 63 feet. The equipment enclosure and monopole antenna will be surrounded by a 6 feet cinder block wall designed to screen the enclosure from public view. This agreement is similar in terms and conditions imposed for other telecommunication facilities on County parks.

On May 31, 2005, your Board approved the establishment of the Department of Parks and Recreation (Department) Park Improvements Special Fund (PISF). The purpose of this fund is to capture proceeds from sales and leases of park land subject to the Public Park Preservation Act of 1971 (Act), which requires that any rents received in the instant lease, shall be deposited to the PISF and used for improvements at the Altadena Golf Course where and when applicable.

Implementation of Strategic Plan Goals

The proposed License Agreement (Agreement) with Omnipoint will further the County's Strategic Plan Goal of Operational Effectiveness (Goal 1), by increasing revenues and providing funding for infrastructure improvements at the facility.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the Agreement, Omnipoint will pay the County \$500 for the first three months of the Agreement. Following the first three months, Omnipoint Communications, Inc. will pay the County \$2,000 per month with a 3.5 percent annual increase for the remainder of the ten year term.

Operating Budget Impact

Based on the recommended actions, the Department does not anticipate any one-time start-up or ongoing operating costs resulting from the installation of communications equipment. The Department is, however, expecting a revenue increase of approximately \$18,000 to its Fiscal Year (FY) 2009-10 operating budget to be addressed in Supplemental Changes to the FY 2009-10 budget. Small incremental annual increases are guaranteed for the following nine years as there is an annual rent increase of 3.5 percent built into the agreement.

The Department will address these increases in future years' budget requests as they become material and as long as the agreement is not terminated prematurely.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized by the provision of Government Code Section 25526.6 to license its property to a public utility if your Board finds that such conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the County.

Under the Act (Public Resources Code Section 5400, et seq.), the County may permit as much as ten percent of any park property – up to a maximum of one acre – to be used for non-park purposes. However, the Act requires that the County receive replacement property and/or payment in exchange for the dedication of park property for a non-park purpose and further stipulates that the County must expend any payments received to improve the non-acquired portion of the park land and facilities. The recommended action and the Agreement meet the requirements of the Act. Altadena Golf Course is approximately 59 acres and the facility is approximately 630 square feet.

The Act requires that any action to permit park property to be used for non-park purposes be taken as a noticed public hearing. Notice of this Public Hearing has been posted at the Altadena Golf Course for 45 days in accordance with the Act.

The Honorable Board of Supervisors
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The License Agreement contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No.5.135; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Omnipoint has executed the attached Agreement and will provide the required insurance policies prior to the start of this License Agreement, naming the County as an additional insured.

County Counsel has approved the attached Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from California Environmental Quality Act (CEQA) according to Sections 15301 and 15303 (d) of the State CEQA Guidelines and Classes 3 (c) and 4 (j) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the project provides for construction of small new facilities or structures and leasing of County property.

IMPACT ON CURRENT SERVICES

There will be no impact on current County services or projects during the performance of the recommended services.

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CONCLUSION

It is requested that an adopted copy of the action taken by the Board and a fully executed copy of the attached Amendment Number 1 be mailed to: Lease Administration Manager, Omnipoint Communications, Inc., 3 MacArthur Place, Suite 1100, Santa Ana, California 92707. In addition, it is requested that two adopted copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,



RUSS GUINEY
Director

RG:DM:KEH:
SS:rc

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors



PUBLIC NOTICES OF THE BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Sachi A. Hamai, Executive Officer-
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

**NOTICE OF PUBLIC HEARING CONCERNING
ALTADENA GOLF COURSE**

NOTICE IS ALSO HEREBY GIVEN that a public hearing will be held before the Board of Supervisors, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, at **9:30 a.m. on July 28, 2009**, for the purpose of hearing testimony concerning the Altadena Golf Course. Interested persons will be given an opportunity to testify.

The Los Angeles County Department of Parks and Recreation will enter into a license agreement with Omnipoint Communications, Inc., granting less than one acre of land within the Altadena Golf Course for the right to construct, install, repair, remove, replace, maintain, and operate a communications system for the transmission and reception of radio communication signals.

This Agreement is authorized pursuant to Government Code Section 25526.6. This Agreement is for a maximum 20 years. The Licensee shall pay the County monthly rent in the amount of \$2000 for the first year.

Please direct all inquiries prior to the **July 28, 2008**, Public Hearing to the Los Angeles County Department of Parks and Recreation, Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, Arcadia, California 91007.

For further information call the Department of Parks and Recreation at (626) 821-4605.

**SACHI A. HAMAI
EXECUTIVE OFFICER OF THE
BOARD OF SUPERVISORS**

**LICENSE AGREEMENT FOR
THE OPERATION OF ANTENNA FACILITIES AT THE
ALTADENA GOLF COURSE**

THIS LICENSE AGREEMENT ("License"), made and entered into this
28th day of July, 2009,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a
body corporate and politic,
hereinafter referred to as
"County", AND

Omnipoint Communications, Inc.,
a subsidiary of T-Mobile USA Inc.,
a Delaware corporation,
hereinafter
referred to as "Licensee",

RECITALS:

WHEREAS, County is the owner of certain real property commonly known as Altadena Golf Course, located at 1456 East Mendocino Street, Altadena, CA 91001 (the "Property") as described in Exhibit A, and

WHEREAS, a license as authorized pursuant to Government Code Section 25526.6 for the use of a portion of land within the Altadena Golf Course is consistent with the County's use of the Property; and

WHEREAS, Licensee and County agree that Licensee's operation of an Antenna Facility at Altadena Golf Course is in the public interest and shall not interfere with the public's use of Altadena Golf Course; and

WHEREAS, Licensee is willing to exercise the grant of such a license agreement in accordance with the terms and conditions prescribed therefore; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, and C are attached hereto and form a part of this License. In the event of any conflict or inconsistency in definition or interpretation of any word, responsibility, schedule, or the contents of description of any task, deliverable, goods, services or other work, or otherwise, between the base License Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the License Agreement and then to the Exhibits in descending alphabetical order.

2.0 DEFINITIONS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.
- 2.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - 2.2.1 Board: The Board of Supervisors of the County of Los Angeles or an authorized representative thereof.
 - 2.2.2 County: The County of Los Angeles.
 - 2.2.3 Director: The Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.
 - 2.2.4 State: The State of California.

3.0 USE GRANTED

- 3.1 Licensee shall have the right to construct, install, repair, remove, replace, maintain, and operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines, including, without limitation, antennas, coaxial cable, base units, and other associated equipment (collectively, "Antenna Facilities") for the transmission and reception of radio communication signals and is allowed ingress to and egress from and access to said Licensed Premises

(defined below) over and across the Property 24 hours per day, 7 days per week without notice. The Licensed Premises shall be used only for its authorized purposes, and such other purposes as are directly related thereto provided express written approval therefore is granted by the Director, and for no other purposes whatsoever.

- 3.2 Licensee, at its own expense, shall erect and maintain on the Licensed Premises improvements, personal property and facilities necessary to operate its Antenna Facilities.
- 3.3 It is understood that County, at its sole option, may develop and maintain landscaping adjacent to the Licensed Premises, including but not limited to, grading, filling, compaction, installation of irrigation systems, planting, replanting, and periodic maintenance of landscaping at any time during the term of this license. Licensee shall make no claim against County for any damage or destruction of Licensee's improvements, personal property, or facilities or for any inconvenience resulting from any such activities of County and waive any of its or insurers' rights of recovery or subrogation against the County in relation thereto. However, County will consult with Licensee prior to commencement of any substantial work and will use reasonable good faith efforts not to unduly inconvenience or damage the Antenna Facilities in the performance of such work.
- 3.4 It is further understood that the Property may be made freely accessible to the public for park and recreation purposes except as otherwise provided herein. Licensee shall make no claim against County for any damage or destruction of Licensee's personal property or for any inconvenience resulting from such public use of the Property.
- 3.5 Unless otherwise set forth herein, the right and permission of Licensee is subordinate to the prior and paramount right of County to use said Property for the public purposes to which it now is and may, at the option of the County, be devoted. Licensee undertakes and agrees to use the Licensed Premises in such manner as will not injure or unreasonably

interfere with the full use and enjoyment by the public of the Property lying outside of the boundaries of the Licensed Premises.

4.0 LICENSED PREMISES

- 4.1 The Licensed Premises is that portion of the Property located within the boundaries of Altadena Golf Course, together with all necessary space and easements for access and utilities, herein referred to as the "Licensed Premises," as shown in Exhibit B, attached hereto and incorporated herein by reference.
- 4.2 Licensee acknowledges personal inspection of the Licensed Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Licensee accepts the Licensed Premises in their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.
- 4.3 Licensee may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the Licensed Premises at Licensee's expense, provided written approval thereof is first obtained from the Director, which approval shall not be unreasonably withheld, conditioned, or delayed, permits are obtained therefore as hereinafter required, and there is compliance with such terms and conditions relating thereto, as may be reasonably imposed thereon by the Director. Notwithstanding anything to the contrary, Licensee is not required to obtain approval for routine maintenance and replacement of equipment with substantially similar equipment.
- 4.4 Licensee hereby acknowledges the title of the County or its successors in the Property, to the Licensed Premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title. Licensee further agrees that Licensee's use and occupancy of the Licensed Premises shall be used as herein granted.
- 4.5 Ownership of all improvements constructed by Licensee upon the Licensed Premises and all alterations, additions or betterments thereto

shall remain with Licensee until termination of this License. Licensee may remove the Antenna Facilities at any time during the term of the License and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise. Upon termination hereof, whether by expiration of the term, cancellation, forfeiture, revocation, or otherwise, Licensee shall promptly remove the Antenna Facilities and restore the Licensed Premises to substantially the condition in which it existed immediately prior to construction start, reasonable wear and tear excepted. In the event of Licensee's failure to do so, County may restore the Licensed Premises entirely at the risk and expense of the Licensee.

5.0 TERM

- 5.1 The initial term ("Initial Term") of this License shall be for a period of ten (10) years commencing on the first of the month following approval by the Board of Supervisors (the "Commencement Date"), unless terminated as provided hereinafter. Licensee shall have the right to extend this License, unless terminated as provided hereinafter, for two (2) additional, five-year terms (each a "Renewal Term") for a maximum total term of twenty (20) years. Each Renewal Term shall be on the same terms and conditions as set forth herein. This License shall automatically renew for each successive Renewal Term unless Licensee notifies County, in writing, of Licensee's intention not to renew this License, at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term.
- 5.2 Regardless of the manner or duration of use or occupancy of the Licensed Premises by Licensee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, following the expiration of the Initial Term, Licensee's right to extend this License for any Renewal Term may be revoked by County by giving one hundred eighty (180) days' prior written notice of revocation to Licensee.

6.0 CONSIDERATION

6.1 In consideration for the use granted herein, Licensee shall pay the County the following rent amounts per month as set forth below.

6.1.1 Commencing with the start of this License Agreement, as provided for in Paragraph 5.1, and continuing through the first three month period of the License, Licensee shall pay the County a flat rate equal to \$500 per month. The first payment of rent shall be due and payable thirty (30) days following the Commencement Date, and thereafter rent will be payable in advance on the first of the month for which payment is to be received.

6.1.2 Following the first three month period of the subject License, Licensee shall pay the County the following rent per month identified within the following specific License Period.

<u>License Period</u>	<u>Monthly Amount</u>
January 1, 2009 – December 31, 2009	\$2,000
January 1, 2010 – December 31, 2010	\$2,070
January 1, 2011 – December 31, 2011	\$2,142
January 1, 2012 – December 31, 2012	\$2,217
January 1, 2013 – December 31, 2013	\$2,295
January 1, 2014 – December 31, 2014	\$2,375
January 1, 2015 – December 31, 2015	\$2,459
January 1, 2016 – December 31, 2016	\$2,545
January 1, 2017 – December 31, 2017	\$2,634
January 1, 2018 – December 31, 2018	\$2,726
January 1, 2019 – December 31, 2019	\$2,821
January 1, 2020 – December 31, 2020	\$2,920
January 1, 2021 – December 31, 2021	\$3,022
January 1, 2022 – December 31, 2022	\$3,128
January 1, 2023 – December 31, 2023	\$3,237
January 1, 2024 – December 31, 2024	\$3,351

January 1, 2025 – December 31, 2025	\$3,468
January 1, 2026 – December 31, 2026	\$3,590
January 1, 2027 – December 31, 2027	\$3,715
January 1, 2029 – December 31, 2029	\$3,845

- 6.2 Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927 or such other place as may hereafter be designated in writing to the Licensee.
- 6.3 A late payment of One Hundred Dollars (\$100.00) per month shall be added to any late payment received by the Treasurer-Tax Collector. For purposes of this Section 6.3, Licensee acknowledges that such payments are due on the 1st of each month and County acknowledges that such payments shall not be subject to the late payment penalty set forth in the preceding sentence unless received after the 15th day of the applicable month when such payment was due. Furthermore, the late payment charge herein provided may be waived, whenever the Director finds late payment excusable by reason of extenuating circumstances. At no time during this License shall the County be obligated to notify Licensee of the accumulation of late payment charges.

7.0 SECURITY DEPOSIT

- 7.1 Prior to the Commencement Date of this License, Licensee shall pay to the Director the sum of THREE THOUSAND and 00/100 DOLLARS (\$3,000.00) as a security deposit ("Security Deposit"). In lieu thereof, Licensee may deposit said amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan institution whose deposits are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.), provided that a certificate of deposit is delivered to the Director giving County the exclusive right to withdraw any or all of said amount during the term of this

License. Licensee shall be entitled to any and all interest accruing from said certificate of deposit.

- 7.2 Said Security Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Licensee, and may be applied in satisfaction and/or mitigation of damages arising from a breach hereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; loss of revenue due to abandonment; discrimination; a breach of obligations of Licensee, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License.
- 7.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages upon receipt of written notification from County, Licensee shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.
- 7.4 Said Security Deposit shall be returned to Licensee upon termination of this License less any amounts applied by County as heretofore provided.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

For any change which affects the term, payment, or any term or conditions included under this License, an Amendment shall be reviewed and approved by the Director and executed by the Licensee and approved and executed by the Chair of its Board of Supervisors prior to becoming effective.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 Except as provided otherwise in Paragraph 8.2.3 hereinafter, Licensee shall not assign in part or in whole, sublicense, or otherwise transfer its right under this License without approval from the Director, as provided for in Paragraph 8.2.2 hereinafter. Any attempt by Licensee to assign or otherwise transfer rights under

this License shall be void and shall be deemed to be a material breach of this License.

8.2.2 If Licensee desires at any time to affect a transfer or a sublicense, it shall first deliver to the Director:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee or sublicensee; and
- (iii) Proposed instrument of assignment or sublicense.

Director shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after Licensee delivers all such items to Director.

In the case of an assignment, the proposed instrument shall include a written assumption by the assignee of all obligations of Licensee under the License arising thereafter and assignee shall be liable to perform the full obligations of the Licensee under this License and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Director.

In case of a sublicense the proposed instrument shall specifically include a provision that the sublicensee shall comply with all of the terms, covenants, and conditions, of this License Agreement.

8.2.3 Notwithstanding Paragraph 8.2.1 above, Licensee may, without Director's approval and at Licensee's sole discretion, from time to time, have the right to assign this License: (i) to Licensee's parent company or to an affiliate or subsidiary of Licensee or Licensee's parent company, (ii) to Licensee's successor by operation of law or otherwise, (iii) in connection with any public offering of interests by Licensee, or (iv) to any affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition recognized security exchange or financing.

8.2.4 Licensee shall immediately inform the director of any and all actions as may be undertaken pursuant to Paragraph 8.2.3

8.3 AUTHORIZATION WARRANTY

The Licensee represents and warrants that the person executing this License for the Licensee is an authorized agent who has actual authority to bind the Licensee to each and every term, condition, and obligation of this License and that all requirements of the Licensee have been fulfilled to provide such authority.

8.4 COMPLIANCE WITH APPLICABLE LAW

In the performance of this License, Licensee shall comply with all applicable Federal, State and local laws, rules, regulations, ordinance, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this License are hereby incorporated herein by reference.

8.5 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Licensee hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or nation origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this License or under any project, program or activity supported by this License.

8.6 CONFLICT OF INTEREST

8.6.1 No County employee whose position with the County enables such employee to influence the award of this License or any competing License, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this License. No officer or employee of the Licensee who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing

evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.6.2 The Licensee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this License. The Licensee warrants that it is not now aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this License.

8.7 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Licensee's performance under this License on not less than an annual basis. Such evaluation will include assessing the Licensee's compliance with all terms and conditions and performance standards. Licensee deficiencies which the County determines are severe or continuing and that may place performance of the License in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Licensee. If improvement does not occur consistent with the corrective action measures, the County may impose reasonable penalties as specified in this License or terminate as set forth herein.

8.8 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.8.1 The Licensee shall repair, or cause to be repaired, at its own costs, any and all damage to County facilities, buildings, or grounds caused by the Licensee or employees or agents of Licensee. Such repairs shall be made immediately after the Licensee has become aware

of such damage, but in no event later than thirty (30) days after the occurrence.

8.8.2 If the Licensee fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Licensee by cash payment within twenty (20) days of Licensee's receipt of demand together with reasonable supporting documentation.

8.9 DESTRUCTION OF PREMISES AND CONSTRUCTION BY COUNTY AFFECTING PREMISES

8.9.1 In the event the Licensed Premises shall be totally or partially destroyed, so as in Licensee's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities, this License shall terminate immediately upon written notice by Licensee. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Licensee shall be entitled to the reimbursement of any Rent prepaid by Licensee. If Licensee elects to continue this License, then all Rent shall abate until the Licensed Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction.

8.9.2 In the event that County shall construct or cause construction within the Licensed Premises, this License shall continue in full force and effect, except that the location of the Licensed Premises shall be adjusted, but only one time, after ten (10) years after the Commencement Date, and upon six (6) months written notice to Licensee. Licensee agrees to accept the remedy heretofore provided in the event of construction upon the Licensed Premises and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be available hereinafter under the laws and statutes of the State. Any such relocation will be at Licensee's sole cost and will (1) be performed exclusively by Licensee or its agents, (2) not result in any interruption of the communications service provided by

Licensee at the Property, (3) not impair, or in any manner alter, the quality of communications service provided by Licensee on and from the Property. Upon relocation of Licensee's communication facilities, the access and utility easement(s) of Licensee will be relocated as required, to operate and maintain the communication facilities of Licensee. County shall provide Licensee with a temporary location on the Property to install and operate temporary transmitting/receiving facilities, including a so-called "COW", or cell-on-wheels.

8.10 EMPLOYMENT ELIGIBILITY VERIFICATION

8.10.1 Licensee warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this License meet the citizenship or alien status requirements set forth in Federal and State states and regulations. Licensee shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Licensee shall retain such documentation for all covered employees for the period prescribed by law.

8.10.2 Licensee shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Licensee or County or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this License.

8.11 FORCE MAJEURE

If performance by a part or any portion of this License is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions; civil

commotions; fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. Licensee obligation to pay rent, however, is not excused by this Section.

8.12 GOVERNING LAW, JURISDICTION, AND VENUE

This License shall be governed by, and construed in accordance with, the laws of the State of California. The Licensee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this License and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.13 INDEPENDENT CONTRACTOR STATUS

This License is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Licensee. Licensee shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of Licensee pursuant to this License as required by law. This indemnification does not apply to liability caused by the negligence of the County.

8.14 INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees) ("Claims"), arising from or connected to Licensee's willful misconduct, negligent acts and/or omissions, except to the extent such Claims arise from County's willful misconduct, or negligent acts or omissions. Licensee's duty to indemnify the County shall survive the expiration or other termination of this License.

8.15 GENERAL INSURANCE REQUIREMENTS

8.15.1 Insurance Requirements

Without limiting Licensee's indemnification of County, the Licensee shall provide and maintain at its own expense, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this License. Such insurance is to be provided by an insurance company with an A.M. Best rating of not less than A-:VII, unless otherwise approved by the County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County with respect to Licensee's negligent acts or omissions.

8.15.2 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Department of Parks and Recreation, Attention: Contracts Services. Such certificates or other evidence shall:

- a. Clearly evidence all coverage's required in this License.
- b. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- c. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, as an additional insured for all activities arising from this License.
- d. The County retains the right to require Licensee to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.15.3 Insurer Financial Rating

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A-VII unless otherwise approved by the County.

8.15.4 Failure to Maintain Coverage

Failure by Licensee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the License upon which the County may immediately terminate or suspend this License. The County, at its sole option, may obtain damages from the Licensee resulting from said breach. Alternatively, the County may purchase such required insurance coverage and the County shall invoice Licensee the sums due from the Licensee for any premium costs advanced by the County for such insurance. Licensee shall submit payment within thirty (30) days from receipt of said invoice and documentation supporting the premium payment. To the extent possible County agrees to cancel any such insurance so procured on behalf of Licensee upon Licensee providing proof of its subsequent compliance with the insurance requirements as contained herein.

8.15.5 Notification of Incidents, Claims, or Suits

Licensee shall report to County:

- a. Any accident which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within twenty-four (24) hours of Licensee's notice thereof.
- b. Any third party claim or lawsuit filed against Licensee arising from or related to services performed by Licensee under this License.
- c. Any injury to a Licensee employee which occurs on the Licensed Premises. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Licensee under the terms of this License.

8.15.6 Compensation for County Costs

In the event that the Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to the County, the Licensee shall pay full compensation for all costs incurred by the County.

8.15.7 Insurance Coverage Requirements for Subcontractors

Licensee shall ensure any and all subcontractors performing services under this License meet the insurance requirements of this License by either:

- a. Licensee providing evidence of insurance covering the activities of subcontractors; or
- b. Licensee providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractors' insurance coverage at any time.

8.16 INSURANCE COVERAGE REQUIREMENTS

Licensee shall provide and maintain, throughout the term of this License, the following programs and amounts of insurance:

8.16.1 General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

8.16.2 Automobile Liability: with a limit of liability of not less than ONE MILLION DOLLARS (\$1,000,000) for each accident.

8.16.3 Workers Compensation and Employer's Liability

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the Licensee is responsible. If Licensee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Licensee is responsible. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the Licensee and for all risk to such persons under this License with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

8.17 LICENSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage Licensee to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its Contractors and Subcontractors, if any, to post this poster in a prominent position in the Contractor's or Subcontractor's place of business. The County's Department of Children and Family Services will supply the Licensee with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.18 LICENSEE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.18.1 The Licensee acknowledges that the County has established a goal of ensuring that all Licensee's employees are in compliance with their court-ordered child, family and spousal support

obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.18.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Licensee's duty under this License to comply with all applicable provisions of law, the Licensee warrants that it is now in compliance and shall during the term of this License maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.19 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.19.1 Licensee certifies and agrees that to the best of its knowledge, all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, creed, color, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.19.2 Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, creed, color, national origin, sex, age, physical or mental disability, material status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.19.3 The Licensee certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, nation origin, sex, age, physical or mental disability, material status, or political affiliation.

8.19.4 The Licensee certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply; with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, material status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this License or under any project, program, or activity supported by this License.

8.19.5 If the County finds that any of the above provisions of this sub-paragraph 8.19 have been violated, such violation shall constitute a material breach of this License upon which the County may terminate, or suspend this License. While the County reserves the right to determine independently that the anti-discrimination provisions of this License have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the anti-discrimination provisions of this License.

8.19.6 While the County reserves the right to determine independently that the anti-discrimination provisions of this License have been violated, in addition, a determination by the California Fair Employment Practices Commission and the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti discrimination laws or regulations shall constitute a finding by County that Licensee has violated the anti-discrimination provisions of this License.

8.19.7 The parties agree that in the event Licensee violates the anti-discrimination provisions of this License, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this License.

8.20 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Licensee. This License shall not restrict the Director from acquiring similar, equal or like goods and/or services from other entities or sources.

8.21 NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Licensee shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Licensee shall notify and provide to its employees, and shall require each Contractor and Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C of this License and is also available on the Internet at www.babysafela.org for printing purposes.

8.23 NOTICES

All notices or demands required or permitted to be given under the terms of this License or any law applicable thereto shall be in writing and shall be (1) hand delivered with signed receipt; or (2) mailed by first-class registered or certified mail, postage prepaid, addressed to the person on

whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service; or (3) sent by next-business-day delivery via a nationally recognized overnight courier. The address to be used for any notice served by mail upon Licensee shall be:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.
(Site #: IE05339B)

With a copy to:

Omnipoint Communications, Inc.,
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Attn: Lease Administration Manager
(Site #: IE05339B)

or such other place as may hereafter be designated in writing to the Director by Licensee. The address to be used for any notice served by mail upon County shall be 301 North Baldwin Avenue, Arcadia, CA 91007-2697, Attention: Contract and Golf Operations, or such other place as may hereafter be designated in writing to Licensee by the Director. Service by mail shall be deemed complete three (3) days after deposit in the above mentioned manner.

8.24 PUBLIC RECORDS ACT

8.24.1 Any documents submitted by the Licensee; all information obtained in connection with the County's right to inspect Licensed Premises become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way liable or responsible for the disclosure of any such

records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.24.2 In the event the County is required to defend an action on a Public Records Act request as requested by Licensee for any of the aforementioned documents, information, books, records, and /or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Licensee agrees to refund and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.25 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Licensee agrees to use recycled-content paper to the maximum extent possible on this License.

8.26 RIGHT OF ENTRY

Any officers and/or authorized employees of the County may enter upon the Licensed Premises at any and all reasonable times upon at least twenty-four (24) hours prior notice, subject to being accompanied by the Licensee's employee, for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the Licensed Premises.

8.27 SURRENDER OF PREMISES

Upon termination of this License, Licensee shall peaceably vacate the Licensed Premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted.

8.28 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Licensee to maintain compliance with the requirements set forth in sub-paragraph 8.18 Licensee's Warranty of Adherence to

County's Child Support Compliance Program, shall constitute default under this License. Without limiting the rights and remedies available to the County under any other provision of this License, failure of the Licensee to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this License pursuant to sub-paragraph 8.30 – Termination for Default.

8.29 TERMINATION FOR CONVENIENCE

8.29.1 This License may be terminated, at any time after expiration of the Initial Term when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination hereunder shall be effected by notice of termination to the Licensee specifying the extent of the termination and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be one hundred eighty (180) days after receipt of the notice.

8.29.2 This License may be terminated by Licensee without penalty or further liability accruing thereafter and upon at least thirty (30) days prior written notice to County if: (i) prior to the expiration of the first twelve (12) months of the Initial Term if Licensee determines it has found unacceptable results of any title report, environmental or soil tests, or (ii) if, despite good faith and diligent efforts to do so, Licensee is unable to obtain or maintain any license (including, without limitation, a Federal Communication Commissions License), permit or any governmental approval necessary to the installation and/or operation of the Antenna Facilities or Licensee's business.

8.29.3 This License may be terminated by Licensee after expiration of the Initial Term without any penalty or further liability accruing thereafter upon one hundred eighty (180) days prior written notice by Licensee. Notwithstanding the foregoing, in the event Licensee terminates this License pursuant to this subsection 8.29.3, Licensee shall pay to County a one-time termination penalty in the amount of twelve (12) times the then

current monthly rent as liquidated damages in addition to any rent due to County during the notice of termination period.

8.29.4 Licensee may also terminate this License prior to the expiration of the Initial Term without further liability accruing thereafter upon one hundred eighty (180) days prior written notice if the Licensed Premises or the Antenna Facilities are, or become unacceptable under Licensee's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong; or if Licensee determines that the Licensed Premises or Antenna Facilities are inappropriate or unnecessary for Licensee's operations due to economic reasons. Notwithstanding the foregoing, in the event Licensee terminates this License pursuant to this subsection 8.29.4, Licensee shall pay to County a one-time termination penalty in the amount of twelve (12) times the then current monthly rent as liquidated damages in addition to any rent due to County during the notice of termination period.

8.30 TERMINATION FOR DEFAULT

8.30.1 Occurrence of the following events shall constitute a default under this License if not cured to the satisfaction of the Director, within the applicable cure period set forth below (a "Default"). In the event of a Default, the County shall be entitled to pursue termination of this License as set forth in Section 8.30.2 below.

- The failure of Licensee to pay the amount due in Paragraph 6, Consideration, for the use granted herein in the manner and amount set forth hereinbefore, where such failure continues for ten (10) business days after receipt of written notice of Licensee's failure to make the payment when due; or
- Licensee fails to comply with the terms of this License, where such failure continues for thirty (30) days after receipt of a written notice of Licensee's failure from County for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform

whatever may be required to cure a particular default within ten (10) days after receipt of such notice and continues such performance diligently, said time limit may be waived at the Director's Discretion.

8.30.2 Upon the occurrence of any one or more of the Defaults as described herein this License shall be subject to cancellation by County's Board of Supervisors. As a condition precedent to the Director recommending cancellation to said Board, the Director shall give Licensee thirty (30) days prior written notice by personal service or by registered or certified mail of the grounds therefore and indicate that an opportunity to be heard thereon will be afforded prior to such recommendation by the Director, if request is made therefore.

8.30.3 County shall have the right to effect cancellation of this License and recover from Licensee (a) the balance of the unpaid rent at the time of the breach to which the County would be entitled during the remainder of the Initial Term or current Renewal Term of this License, (b) any damages to the Licensed Premises caused by the negligence or willful misconduct of Licensee, and (c) reasonable attorney's fees and costs of suit in recovering any portion of the above amounts from Licensee.

8.30.4 Upon cancellation, County shall have the right to take possession of the Licensed Premises, and Licensee shall be entitled to remove its Antenna Facilities therefrom.

8.30.5 The rights and remedies of the County provided in this subparagraph 8.30 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

8.30.6 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License.

8.30.7 This License may be terminated by Licensee without any penalty or further liability if the County fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure.

8.31 TERMINATION FOR IMPROPER CONSIDERATION

8.31.1 County may, by written notice to Licensee immediately terminate the right of Licensee to proceed under this License if it is found that consideration, in any form, was offered or given by Licensee, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the License or securing favorable treatment with respect to the award, amendment or extension of the License or the making of any determinations with respect to the Licensee's performance pursuant to the License. In the event of such termination, County shall be entitled to pursue the same remedies against Licensee as it could pursue in the event of default by the Licensee.

8.31.2 Licensee shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Licensee in writing by County.

8.31.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.32 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Licensee and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Licensee or any County Lobbyist or County lobbying firm retained by Licensee to fully comply with the County

Lobbyist Ordinance shall constitute a material breach of this License upon which County may immediately terminate or suspend this License.

8.33 VALIDITY

If any provision of this License is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

8.34 WAIVER

8.34.1 Any waiver by County or Licensee of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping County or Licensee from enforcing the full provisions thereof.

8.34.2 No delay, failure, or omission of County to re-enter the Licensed Premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

8.34.3 No notice to Licensee shall be required to restore or revive "time of the essence" after the waiver by County of any default.

8.34.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this License shall be cumulative.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Advertising Materials and Signs

Except for warning signs required by law, Licensee shall not post signs upon the Licensed Premises or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefore is obtained from the Director.

9.2 Habitation

The Licensed Premises shall not be used for human habitation.

9.3 Illegal Activities

Licensee shall not knowingly permit any illegal activities to be conducted upon the Licensed Premises.

9.4 Maintenance

Licensee shall be responsible for maintaining the Licensed Premises in good and commercially reasonable condition and repair.

9.5 Non-Interference

Licensee shall not use the Licensed Premises in any way which interferes with the use of the Property by County, or lessees or licensees of County, with equipment installed prior in time to Licensee's installation; and similarly, County agrees to use best efforts to ensure that its use of the Property and the use of the Property by its lessees, licensees, employees, invitees or agents will not in any way interfere with the operation of Licensee's then current Antenna Facilities (in each case, "Prohibited Interference").

9.6 Safety

Licensee shall immediately correct any unsafe condition on the Licensed Premises, as well as any unsafe practices occurring thereon. Licensee shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Licensed Premises, including a prompt report thereof to the Director. Licensee shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and

certifications of any and all Licensee's structures and enclosures. Licensee, at its expense, may use any and all appropriate means of restricting public access to the Licensed Premises, including, without limitation, the construction of an enclosure as depicted on Exhibit B.

9.7 Sanitation

No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the Licensed Premises and within a distance of fifty (50) feet thereof, and Licensee and County shall prevent any accumulation thereof from occurring.

9.8 Security Devices

Licensee, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Licensed Premises from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director.

9.9 Utilities

Licensee shall pay for all costs, fees or charges for the application, installation, maintenance or the use of any utilities or services required in the exercise its rights as herein granted. Exception as otherwise set forth in Section 8, herein, Licensee waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, electrical apparatus or wires serving the Licensed Premises.

9.10 Licensee's Staff and Employment Practices

9.10.1 Licensee shall designate one member of its staff as an Operations Manager with whom the County may deal with on a daily basis. Any person selected by Licensee as an Operations Manager shall be fully acquainted with the Licensee's operation, familiar with the terms and the conditions prescribed therefore by this License, and authorized to act in the day to day operation thereof.

9.10.2 The Director may at any time give Licensee written notice to the effect that the conduct or action of a designated employee of Licensee is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the Property. Following Director's written notice therefor Licensee shall, at Director's discretion: (1) terminate such employee's work assignment or (2) Licensee shall meet with representatives of the Director to consider the appropriate course of action with respect to such matter and Licensee shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of Licensee's employee will not be detrimental to the interest of the public patronizing the Property.

9.10.3 Licensee shall establish an identification system for each of its personnel assigned to service the Licensed Premises that clearly indicates the name of the person. The identification system shall be furnished at Licensee's expense and may include appropriate uniform attire and name badges as routinely maintained by Licensee.

10.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto, constitutes the entire agreement between County and Licensee for the authorized operations and use granted herein within the Property. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the Licensee's operation and the Licensed Premises to be used in the conduct thereof.

IN WITNESS WHEREOF, Licensee has executed this License, or caused it to be fully executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this License to be executed on its behalf by the Director of the Department of Parks and Recreation on the day and year first above written.

LICENSEE

Omnipoint Communications, Inc.,
a subsidiary of T-Mobile USA, Inc.,
a Delaware corporation

Approved as to form

Tania B. Dao

Tania B. Dao
Corporate Counsel

By *[Signature]*

COUNTY

COUNTY OF LOS ANGELES, a body
corporate and politic

By *Gloria Molina*

Chair, Board of Supervisors

PRO TEM

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By *Lachelle Smitherman*

Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smitherman*

Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *Chris A. Salas*

Senior Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10

JUL 28 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On March 25, 2009 before me, Beatriz Rodriguez, a Notary Public
(Here insert name and title of the officer)

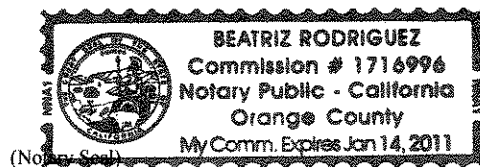
personally appeared Jon Zumsteg

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT A – Legal Description

The Property is legally described as follows:

APN: 5847-023-901 & -900

All that certain real property located in the County of Los Angeles, State of California, being more particularly described as follows:

Parcel 1:

That portion of Lot 1, Tract No. 7343, as shown on map recorded in Book 110, Pages 11 and 12, of maps, in the Office of the Recorder of the County of Los Angeles, within the following described boundaries:

Beginning at a point in the most Southerly line of said Lot that is North 89° 58' 15" West thereon 668.40 feet from the Southeasterly corner of said Lot;
Thence North 4° 06' 56" East 1369.86 feet;
Thence North 17° 22' 86" West 948.60 feet to the Northerly line of said Lot;
Thence North 89° 84' 16" West along said Northerly line 721.89 feet to a point that is Easterly thereon 579.56 feet from the Northerly terminus of the curve having a radius of 8.57 feet and a length of 19.12 feet in the Westerly boundary of said Lot;
Thence at right angles to said Northerly line, South 0° 05' 46" West 649.97 feet to the Easterly prolongation of the straight line in the Southerly boundary of Calaveras Street, as shown on above mentioned maps;
Thence North 89° 58' 20" West along said Easterly prolongation 130.18 feet to the Westerly line of said Lot;
Thence Southerly along said Westerly line to the Southwesterly corner of said Lot;
Thence Easterly along above mentioned most Southerly line of said Lot, 1003.79 feet to the point of beginning.

That portion of Lot 1 of Tract No. 7343, in the County of Los Angeles, State of California, as per map recorded in Book 110 Pages 11 and 12 of maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northerly terminus of the curve having a radius of 8.57 feet and a length of 19.12 feet in the Westerly boundary of said Lot 1;
Thence along the Northerly line of said Lot 1, South 89° 54' 15" East 756.57 feet to the Northwest corner of the land described in the Deed to the County of Los Angeles, recorded on May 27, 1949 as Instrument No. 2884 in Book 30195 Page 258 of Official Records, in said Office of the County Recorder;
Thence along the Westerly line of said land of the County of Los Angeles, South 0° 05' 45" West 261.50 feet to the Southwest corner thereof;
Thence North 78° 58' 35" West 109.02 feet to the most Northerly corner of the land described in the Deed to Altadena Town and Country Club, a Corporation, recorded on May 9, 1950 as Instrument No. 3088 in Book 33079 Page 53 of said Official Records;
Thence along the Southeasterly and Southerly lines of said land of the Altadena Town and Country Club, a Corporation, recorded on May 9, 1950 as Instrument No. 3088 in Book 33079 Page 53 of said Official Records;
Thence along the Southeasterly and Southerly lines of said land of the Altadena Town and Country Club a Corporation South 33° 14' 05" West 127.99 feet and North 89° 54' 15" West 160.00 feet to the Southwest corner of the last mentioned land;
Thence along the Westerly line of the land described in Deed to the County of Los Angeles, recorded on February 26, 1948 as Instrument No. 1848 in Book 26546 Page 282 of said Official Records, South 0° 05' 45" West 258.77 feet more or less, to that certain curve in the Westerly boundary line of said



Lot 1, shown on said map of Tract No. 7343, as being concave Southwesterly having a radius of 82.6 feet and an arc length of 111.96 feet;
Thence in a general Westerly and Northerly direction along boundary lines of said Lot 1, through all the various courses and distances therein, to the point of beginning;

Parcel 2:

That portion of Lot 1, Tract No. 7343, as shown on map recorded in Book 110 Pages 11 and 12 of maps, in the Office of the County Recorder of the County of Los Angeles, within the following described boundaries:

Beginning at a point in the Westerly boundary of the Parcel of land described in deed to the County of Los Angeles, recorded in Book 23386 Page 274 of Official Records, in the Office of said Recorder, which point is South 0° 05' 45" West along said Westerly boundary 328 feet from the Northerly line of said Lot;

Thence South 0° 05' 45" West along said Westerly boundary 321.97 feet to the Easterly terminus of the course having a bearing and length of North 89° 58' 20" West 130.18 feet in a Northerly boundary of said Parcel of land;

Thence North 89° 58' 20" West along said course 130.18 feet to its Westerly terminus, being a point in the curve having a radius of 82.60 feet in the boundary of said Lot 1;

Thence Northwesterly along said curve 53.55 feet to a line that is parallel with and 160 feet Westerly measured at right angles, from above mentioned Westerly boundary;

Thence North 0° 05' 45" East along said parallel line 278.77 feet to a line perpendicular to said Westerly boundary, which passes through the point of Beginning;

Thence South 09° 54' 15" East along said perpendicular line 160 feet to said point of Beginning.

That portion of Lot 1 of Tract No. 7343, in the County of Los Angeles, State of California, as per map recorded in Book 110 Pages 11 and 12 of maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northerly terminus of the curve having a radius of 8.57 feet in and a length of 19.12 feet in the Westerly boundary of said Lot 1;

Thence along the Northerly line of said Lot 1, South 89° 54' 15" East 756.57 feet to the Northwest corner of the land described in the Deed to the County of Los Angeles, recorded on May 27, 1949 as Instrument No. 2884 in Book 30195 Page 258 Official Records, in said Office of the County Recorder;

Thence along the Westerly line of said land of the County of Los Angeles, South 0° 05' 45" West 261.50 feet to the Southwest corner thereof;

Thence North 78° 58' 35" West 109.02 feet to the most Northerly corner of the land described in the Deed to Altadena Town and Country Club, a Corporation, recorded on May 9, 1950 as Instrument No. 3088 in Book 33079 Page 53 of said Official Records;

Thence along the Southeasterly and Southerly lines of said land of the Altadena Town and Country Club, a Corporation, South 33° 14' 05" West 127.99 feet and North 89° 54' 15" West 160.00 feet to the Southwest corner of the last mentioned land;

Thence along the Westerly line of the land described in Deed to the County of Los Angeles, recorded on February 26, 1948 as Instrument No. 1848 in Book 26546 Page 282 of said Official Records, South 0° 05' 45" West 258.77 feet more or less, to that certain curve in the Westerly boundary line of said Lot 1, shown on said map of Tract No. 7343, as being concave Southwesterly having a radius of 82.6 feet and an arc length of 111.96 feet;

Thence in a general Westerly and Northerly direction along boundary lines of said Lot 1, through all the various courses and distances therein, to the point of beginning,

Parcel 3:

That portion of Lot 1, Tract No. 7343, in the County of Los Angeles, State of California, as per map recorded in Book 110 Pages 11 and 12 of maps, in the Office of the County Recorder of said County, within the following described boundaries:

Beginning at the intersection of the most Northerly line of the certain Parcel of land described as Parcel 1-3 in final order of Condemnation in favor of County of Los Angeles, a certified copy of which



was recorded as Document No. 2571 on November 10, 1949 in Book 31453 Page 20 of Official Records, in the Office of said Recorder, with the center line of that certain stone storm ditch as shown on said map;

Thence Westerly along said most Northerly line to an angle point in the Easterly boundary of that certain Parcel of land described in Deed to County of Los Angeles, recorded as Document No. 1212 on July 15, 1946 in Book 23386 Page 274 of said Official Records;

Thence Northerly along said Easterly boundary 948.60 feet more or less to the Northerly line of said Lot;

Thence Easterly along said last mentioned Northerly line to said center line;

Thence Southerly and Southeasterly along said center line to the point of Beginning.

Parcel 4:

That portion of Lot 1, Tract No. 7343, as shown on map recorded in Book 110 Pages 11 and 12, of Maps, in the Office of the County Recorder of Los Angeles County, within the following described boundaries:

Beginning at the Southeasterly corner of the Parcel of land described in Deed to the County of Los Angeles, recorded as Document No. 1212 on July 15, 1946, in Book 23386 Page 274 of Official Records, in the Office of said Recorder;

Thence North 4° 06' 55" West along the Easterly line of said Parcel of land 1959.59 feet to an angle point therein;

Thence North 18° 53' 25" East 119.65 feet;

Thence South 1° 06' 35" East 119.51 feet;

Thence South 1° 08' 94" East 760.33 feet to a line that is parallel with the Southerly line of said Lot 1 and that passes through a point in the Westerly line of Lot 129, Tract No. 19666, as shown on map recorded in Book 275 Pages 29 and 30, of said maps, that is Southerly thereon 20.46 feet from the Northwestern corner of said last mentioned Lots;

Thence South 18° 56' 25" West along said parallel line 943.14 feet to said Westerly lines;

Thence Southerly and Southwesterly along the Southerly and Northwesterly lines of said last mentioned Tract to a line parallel with and 150 feet Northerly, measured at right angles, from said Southerly line of Lot 1,

Thence North 89° 58' 15" West along said last mentioned parallel line 474.92 feet to a line parallel with and 30 feet Easterly, measured at right angles, from above mentioned Easterly line of the Parcel of land described in Deed to the County of Los Angeles;

Thence South 4° 06' 55" West along said last mentioned parallel line 150.36 feet to said Southerly line of Lot 1;

Thence Westerly along said Southerly lines 30.08 feet to the point of beginning.

Except that portion of Lot 1 in Tract No. 7343, in the County of Los Angeles, State of California, as shown on map recorded in Book 110 Pages 12 of maps, in the Office of the County Recorder of said County lying within the following described boundaries;

Beginning at the Southeasterly corner of the Parcel of land described in Deed to County of Los Angeles recorded as Instrument No. 1212 on 7-15-66 in Book 23386, Page 274 of Official Records, in the Office of said Recorder these, along the Easterly line of said Parcel of land, N. 3° 35' 04" X. 180.46 feet, to a line the is parallel with and 180.00 feet Northeasterly, measured at right angles, from the Southerly line of said Lot 1;

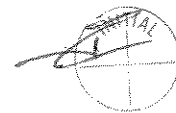
Thence, along said parallel line N. 89° 34' 54" B. 118.50 feet;

Thence N. 0° 30' 06" W. 138.50 feet;

Thence N. 23° 28' 14" W. 106.98 feet;

Thence N. 0° 30' 06" W. 62.20 feet, more or less, to a line that is parallel with the Southerly line of said Lot 1 and pares through a point in the Westerly line of Lot 129 in Tract No. 23666, as shown on map recorded in Book 275, Pages 29 and 30 of maps, in the Office of the County Recorder of said County, distant Southerly thereon 20.46 feet from the Northwest corner of said Lot 1291;

Thence along said last mentioned parallel line No. 89° 29' 54" E. 493.13 feet, more or less, to said point in the Westerly line of Lot 129;



Thence Southerly and Southwesterly along the Westerly boundary of said Tract No. 13666 in a line which is parallel with and 150.00 feet Northerly, measured at right angles, from said Southerly line of Lot 1;

Thence along said last mentioned parallel line, 3. 89° 29' 54" W. 474.98 feet, more or less, to a line which is parallel with and 30.00 feet Easterly, measured at right angles, from said Easterly lines of the before mentioned Parcel of land described in Deed to said County;

Thence along said last mentioned parallel line 5. 3° 35' 04" W. 150.38 feet to the Southerly line of said Lot 1;

Thence, Westerly along said Southerly line 30.00 feet of said point of beginning. Granted to the Los Angeles Flood Control District in Document recorded in Book 34628 Page 8 of Official Records.



EXHIBIT B

The location of the Licensed Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

See the attached drawings dated March 03, 2008, Sheets A-1, A-2, A-3.1, A-3.2, and A-3.3, identified with Site Number: IE05339B. In addition to the approximately 630 square feet depicted on the attached drawings, the Licensed Premises also includes any necessary airspace for antennas and support structures.

However, it is expressly agreed and understood by and between the County and Licensee that the exact and precise location of the Licensee's Antenna Facilities are subject to review and approval by the planning and/or zoning boards having jurisdiction over the "Licensed Premises".

Therefore, it is expressly agreed and understood by and between County and Licensee that the precise location of the Licensed Premises as shown on Exhibit B may be modified, with the approval of the Director, by the Licensee in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Licensee's intended use of the property. The Licensed Premises as described herein may therefore be modified by the Licensee, with the approval of the Director, to reflect the final engineering design. An amended Exhibit B (if necessary) will be provided by the Licensee and attached to the License in place of the existing Exhibit B, a copy of which will be provided to the County for review prior to being incorporated into the License.





DATE: March 03, 2008

ARCHITECT: W.E.J.

DRAWN BY: M.H.

CHECK BY: W.E.J.

REVISIONS

NO.	DATE	BY	DESCRIPTION
01-28	2008	W.E.J.	REV. 01
02-08	2008	W.E.J.	REV. 02
03-03	2008	W.E.J.	REV. 03
04-03	2008	W.E.J.	REV. 04
05-03	2008	W.E.J.	REV. 05
06-03	2008	W.E.J.	REV. 06
07-03	2008	W.E.J.	REV. 07
08-03	2008	W.E.J.	REV. 08
09-03	2008	W.E.J.	REV. 09
10-03	2008	W.E.J.	REV. 10
11-03	2008	W.E.J.	REV. 11
12-03	2008	W.E.J.	REV. 12

3 IMPERIAL PROMENADE SUITE 1100

SANTA ANA, CA 92707

W. E. Jackson Corporation

architectural & engineering

8807 WILSHIRE BOULEVARD, SUITE 200

BEVERLY HILLS, CALIFORNIA 90211

(310) 380-7900

SITE TYPE:

GROUND MOUNTED BTS

EQUIPMENT & MONOPALM

INSTALLATION

SITE LOCATION:

ALHAMBRA GOLF COURSE

14000 N. GATE AVENUE

ALHAMBRA, CA 91801

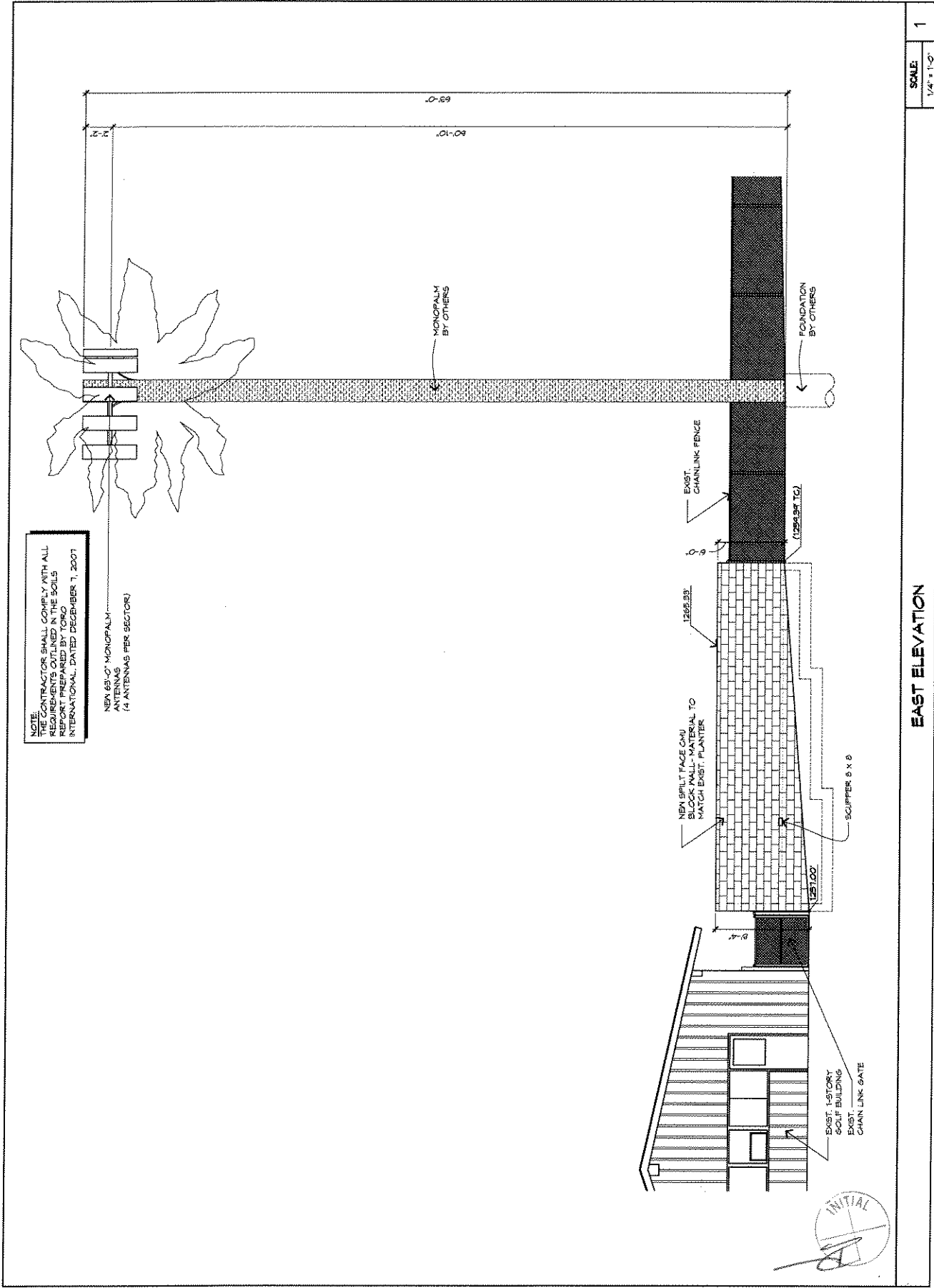
TITLE:

EXTERIOR ELEVATION

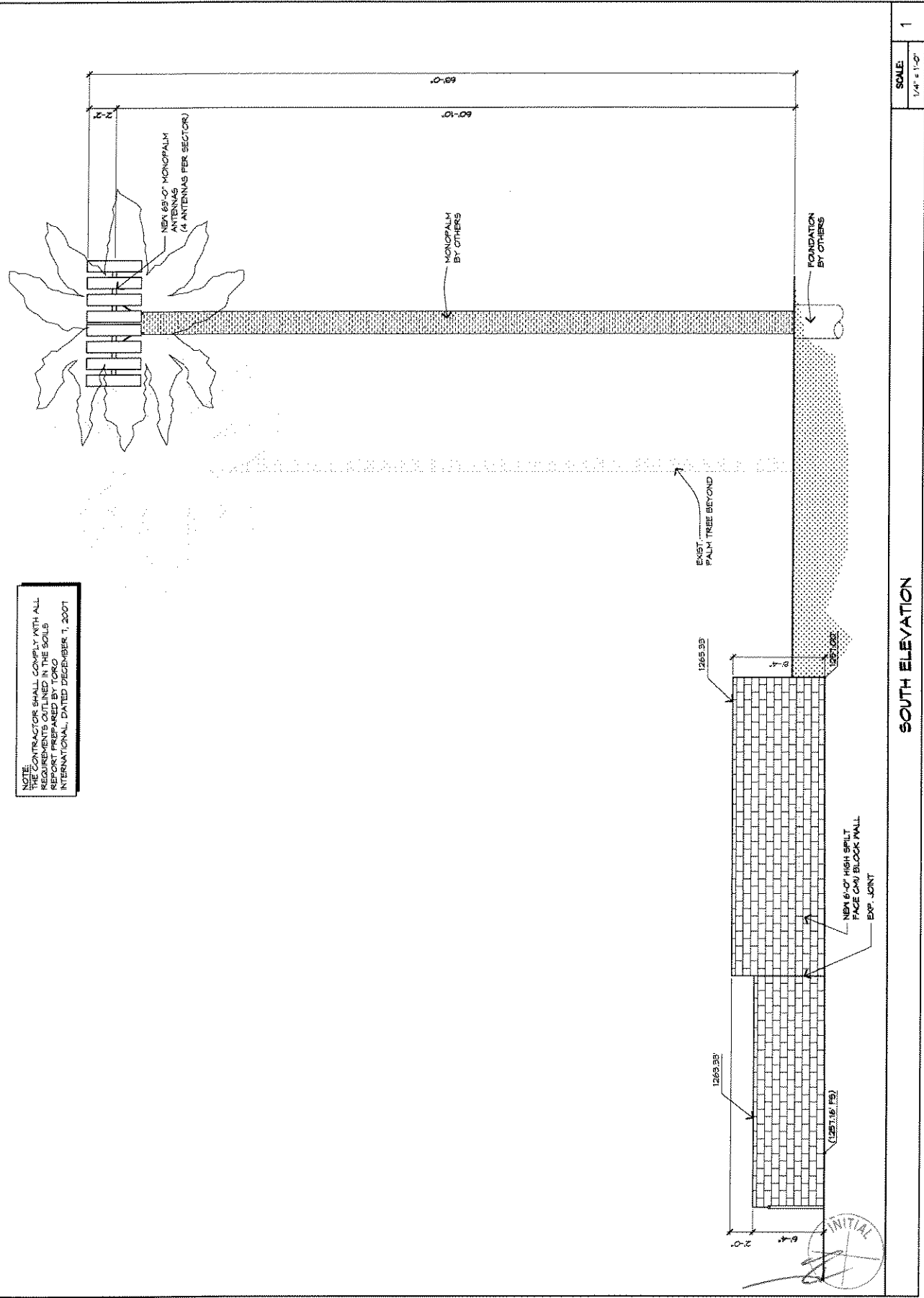
SHEET NUMBER:

A-3.1

JOB # 05339

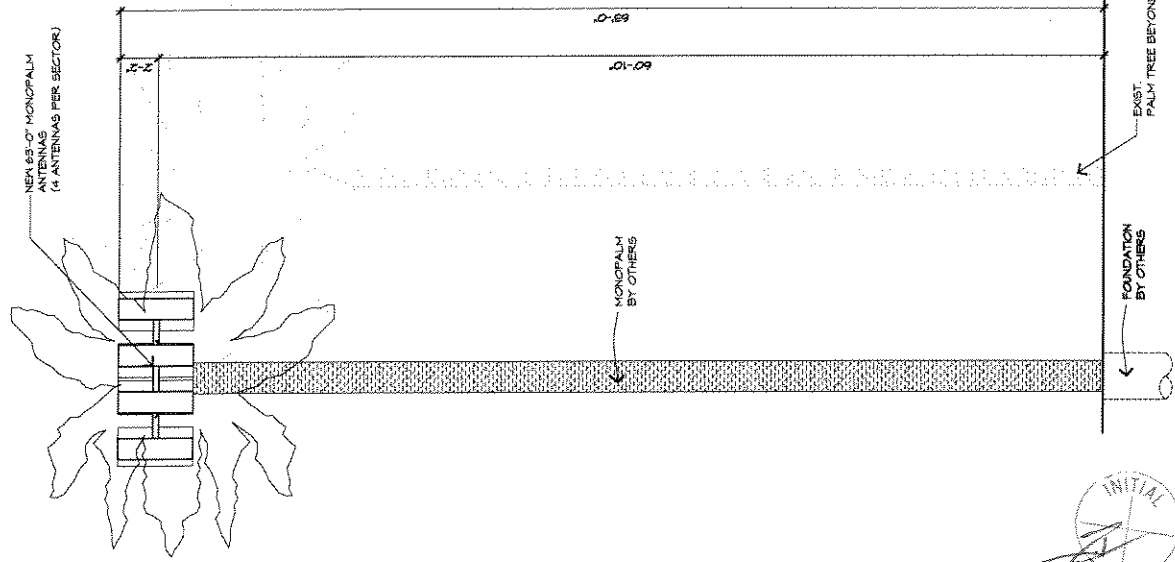


DATE: March 03, 2008		ARCHITECT: W.E.J.		DRAWN BY: J.R.		CHECK BY: W.E.J.																																																					
REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>01-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>02-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>03-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>04-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>05-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>06-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>07-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>08-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>09-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>10-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>11-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>12-28</td> <td>03-03</td> <td>W.E.J.</td> <td>ISSUED FOR PERMIT</td> </tr> </tbody> </table>								NO.	DATE	BY	DESCRIPTION	01-28	03-03	W.E.J.	ISSUED FOR PERMIT	02-28	03-03	W.E.J.	ISSUED FOR PERMIT	03-28	03-03	W.E.J.	ISSUED FOR PERMIT	04-28	03-03	W.E.J.	ISSUED FOR PERMIT	05-28	03-03	W.E.J.	ISSUED FOR PERMIT	06-28	03-03	W.E.J.	ISSUED FOR PERMIT	07-28	03-03	W.E.J.	ISSUED FOR PERMIT	08-28	03-03	W.E.J.	ISSUED FOR PERMIT	09-28	03-03	W.E.J.	ISSUED FOR PERMIT	10-28	03-03	W.E.J.	ISSUED FOR PERMIT	11-28	03-03	W.E.J.	ISSUED FOR PERMIT	12-28	03-03	W.E.J.	ISSUED FOR PERMIT
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SITE NUMBER: 1E053398				SITE TYPE: GROUND MOUNTED BTS EQUIPMENT & MONOPALM INSTALLATION																																																							
SITE LOCATION: ALABAMA POWER PLANT ALABAMA ST. ALABAMA, CA 91001				TITLE: EXTERIOR ELEVATION																																																							
SHEET NUMBER: A-3.2				JOB # 05339																																																							



NOTE:
THE CONTRACTOR SHALL COMPLY WITH ALL
REQUIREMENTS OUTLINED IN THE SOILS
REPORT PREPARED BY TORO
INTERNATIONAL, DATED DECEMBER 1, 2007

NEW 63'-0" MONOPALM
ANTENNAS
(4 ANTENNAS PER SECTOR)



NORTH ELEVATION

SCALE
1/4" = 1'-0"

1

JOB # 05339

A-3.3

SHEET NUMBER:

TITLE:
EXTERIOR ELEVATION

SITE LOCATION:
1458 N. EAST MENDOZINO ST.
ALHAMBRA, CA 91001

SITE TYPE:
GROUND MOUNTED BTS
EQUIPMENT & MONOPALM
INSTALLATION

SITE NUMBER:
IE05339B

W. F. Jackson Corporation
architectural
engineering &
planning
9907 WILSHIRE BOULEVARD, SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
(310) 360-7900
Robert T. Jackson & Wanda A. Jackson - 90-8857

Mobile
3 IMPERIAL PROMENADE SUITE 1100
SANTA ANA, CA 92707

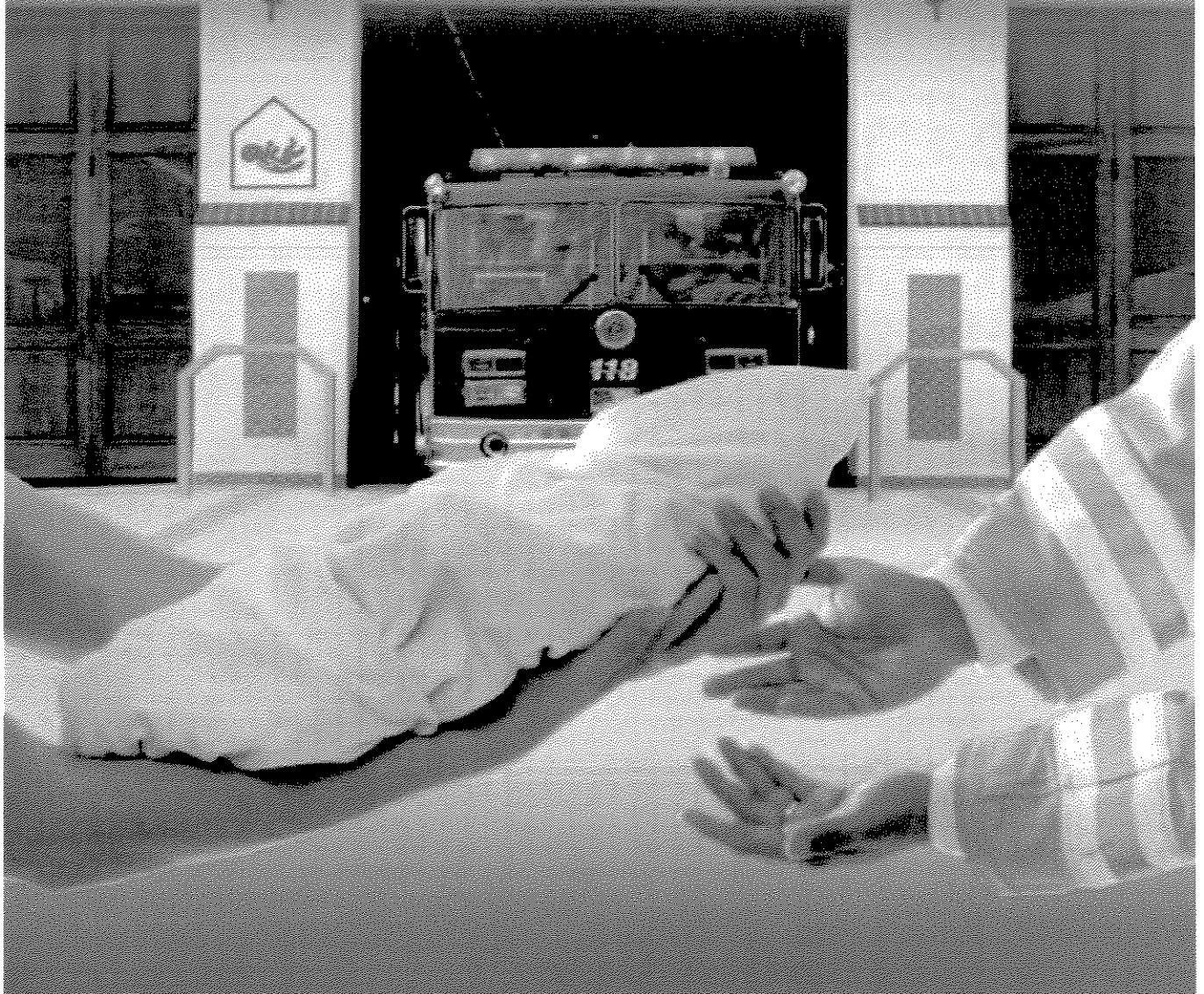
REV.	DATE	BY	REVISIONS
01-28	01-28	W.F.J.	NEW GATE
02-08	02-08	W.F.J.	NEW GATE
03-07	03-07	W.F.J.	NEW GATE
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06-07	06-07	W.F.J.	NEW GATE
07-07	07-07	W.F.J.	NEW GATE
08-07	08-07	W.F.J.	NEW GATE
09-07	09-07	W.F.J.	NEW GATE
10-07	10-07	W.F.J.	NEW GATE
11-07	11-07	W.F.J.	NEW GATE
12-07	12-07	W.F.J.	NEW GATE

CHECK BY: W.F.J.

DRAWN BY: J.R.

DATE: March 03, 2008

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

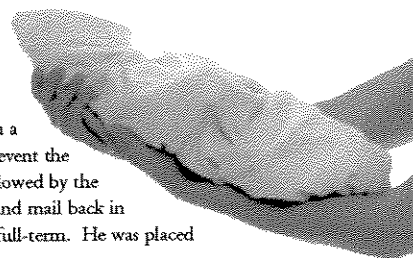
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

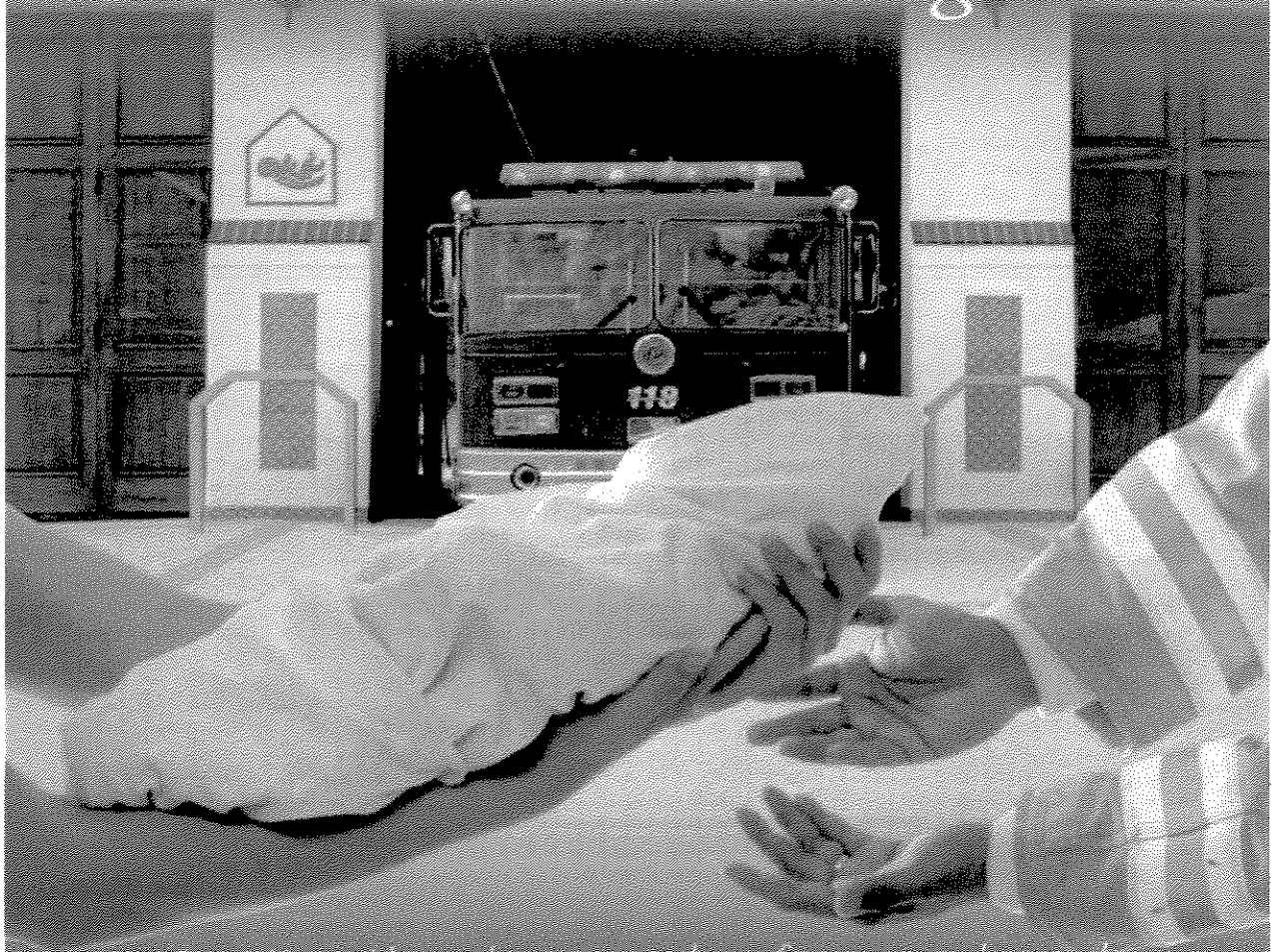
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

